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June 19, 2018

**VIA ECF**

The Honorable Steven L. Tiscione, Magistrate Judge  
United States District Court for the Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, New York 11201

Guangzhou Love Live v. Belinda International Limited and  
Kam Yan Leung (Angela Wong)  
Case No.: 1:16-cv-000862

Dear Judge Tiscione:

This firm represents Guangzhou Love Live Culture Development Limited Company (“GZLL”) in its action against Belinda International Limited d/b/a Belinda International Entertainment Group (“Belinda”), and its principal, Kam Yan Leung a/k/a Angela Wong.

As Your Honor may recall, in the matter, GZLL contracted with and paid defendants to furnish the Backstreet Boys for ten concerts in Asia, but defendants never secured the Backstreet Boys’ appearance. Despite numerous requests, the defendants, based in New York, failed to return \$1.56 million which GZLL, based in China, paid to them without offering any justification or defense whatsoever.

For the reasons set forth below, the plaintiff respectfully moves this Court for leave to serve a subpoena upon Cathay Bank for Belinda’s account records subject to such terms as this Court deems appropriate.

• **The Plaintiff’s Alter Ego Claims Against Kam Yan Leung a.k.a. Angela Wong**

GZLL brought claims against defendants, inter alia, for breach of contract, alleging that Kam Yan Leung, also known as Angela Wong, was the alter ego of GZLL. *See* Complaint, Doc. 1, generally, including ¶¶ 28-33. Specifically, GZLL alleges that Wong used Belinda’s bank account as her own personal account and for personal purposes, commingled funds, shuttled funds between her own and Belinda’s account, and kept Belinda undercapitalized. *Ibid.* Notably, Belinda was dissolved in June 2016,<sup>1</sup> only four months after this action was filed.

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<sup>1</sup> Belinda was formed on December 24, 2009.

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GZLL sent funds totaling \$2.2 million<sup>2</sup> for the Backstreet Boys' ten performances to Ms. Wong/Leung in five transactions or tranches in June 2014, and **the first tranches were sent to Kam Yam Leung no later than Monday, June 9, 2014.** The funds were "wired" to Belinda's **Cathay Bank account.** Notably, according to research on eCourts of publicly available information, there was a **foreclosure action against a "Kam Yan Leung"** in New York State Supreme Court, Dutchess County, entitled U.S. Bank National Assoc. vs. Leung, Kam Yan et al, Index Number 00825/2013, and a **discontinuance (dismissal) in that case was filed on Thursday, June 12, 2014.**<sup>3</sup> It is likely that part of the funds wired to Belinda were used, within day, by Ms. Wong to settle a personal foreclosure action against her.

Notably, since filing this action, GZLL learned that it was Kim Wa Wong, the husband of Kam Yam Leung/Angela Wong, who was the sole owner of Belinda. It is suspected that Mr. Wong, as owner of Belinda and husband of its only principal, may likewise be an alter ego of Belinda. Should evidence adduced in discovery warrant it, GZLL will move to amend its complaint to name Mr. Wong as a defendant in this matter.

- **Prior Subpoena for Bank Records and This Court's Order**

In September 2016, this office served upon Cathay Bank a subpoena for records related to Belinda's bank account (Doc. 20-3) in an effort to prove GZLL's alter ego claim that Ms. Wong/Leung used Belinda's account as her "own personal piggy bank," and on September 29, 2016, defendants moved to quash the subpoena (Doc. 20).

In a Civil Minute Entry on October 7, 2016, disposing of the motion to quash, this Court ordered:

For the reasons stated on the record, Defendants' Motion to Quash [20] is granted **without prejudice to issue a new subpoena following more targeted discovery requests to Defendants.** Any request to the relevant time period and the relevant transactions at issue in this breach of contract case.

Doc. 24 (emphasis supplied).

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<sup>2</sup> GZLL paid \$2.2 million in total to the defendants, and only \$640,000 was refunded, leaving an unrefunded balance of \$1.56 million.

<sup>3</sup> Research on eCourts reveals numerous other actions against individuals named Kam Yan Leung, Angela Wong and Kim Wa Wong including a consumer case (presumably for a credit card) by Capital One Bank in New York City Civil Court, Queens County against "Angela O. Wong" with a final court appearance (and possible settlement) on July 8, 2014.



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- **Defendants' Lack of Cooperation in Providing Discovery and Bank Records following Issuance of This Court's Order**

On November 28, 2016, this office served upon Belinda document requests which included the following:

14. All documents (including bank documents) relating to fund transfers between Belinda and Wong in June and July 2014.

15. All documents (including bank documents) relating to fund transfers between Belinda and Kim Wa Wong in June and July 2014.

On that same day, this office served upon Ms. Wong a document request which included the following:

11. All documents relating to fund transfers between Belinda and Wong in June, July and August 2014.

Defendants objected to these particular document requests, necessitating motion practice (Doc. 31) by GZLL and an order (Doc. 33) on July 24, 2017 that defendants provide the requested documents. After a second motion by plaintiff on October 24, 2017 (Doc. 39) and second order by this court (Docket Entry on October 24, 2017), and then a third motion by plaintiff on December 27, 2017 (Doc. 40) and third order of this court (Docket Entry on December 28, 2017), defendants finally produced only two redacted pages<sup>4</sup> of Cathay Bank records for the months of July and August 2014, and **no June 2014 bank records whatsoever**.<sup>5</sup> The undersigned followed up with defense counsel by email for further documents on January 3, 26 and 31, February 13, March 13, 20 and 29, and April 6, 10, 16 and 19, 2018. It was only on April 20, 2018 that defense counsel emailed the undersigned that "my client advises there are no additional documents."

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<sup>4</sup> Bates numbered by defendants D-000004 and D-000005. Notwithstanding that Belinda is dissolved, a confidentiality agreement (Doc. 36) was executed upon defendants' request, and the two pages of bank records are subject to that agreement but will be submitted to the Court under separate cover.

<sup>5</sup> Notwithstanding two comprehensive document requests, the defendants have produced only 15 pages of documents in total.



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- **Issuance of a Subpoena to Cathay Bank, under Terms Approved by this Court, is Warranted in this Matter**

The plaintiff respectfully submits that leave for issuance of a records subpoena to Cathay Bank, on terms approved by this Court, returnable to plaintiff's counsel or to Chambers for in camera inspection, is appropriate here. It is further submitted that, to determine whether Ms. Leung/Wong (or Kim Wa Wong) was Belinda's alter ego and used Belinda's Cathay Bank account as a personal account or "piggy bank," the records should cover Belinda's entire existence from December 2009 to June 2016.

It is hereby certified that the undersigned has unsuccessfully sought to meet and confer with defense counsel on this issue. Specifically, I sent emails to defense counsel on June 4, 7 and 13 asking if he would object to a renewed subpoena to Cathay Bank, and I inquired "whether we should meet and confer on details of such a subpoena," but he never responded.

For the foregoing reasons, the plaintiff respectfully moves this Court for leave to serve a subpoena upon Cathay Bank for Belinda's account records subject to such terms as this Court deems appropriate.

Respectfully submitted,



Kerry J. Kaltenbach

